

RECORDATION NO. 27036 <sup>XXX</sup> FILED

APR 30 '09 -4 00 PM

**SURFACE TRANSPORTATION BOARD**

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301

WASHINGTON, D.C.  
20036

(202) 393-2266  
FAX (202) 393-2156  
E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A LESTER

April 30, 2009

Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423-0001

Re: TRIP 20th Funding

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of April 30, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement being filed with the Board under Recordation Number 27036-UUU.

The names and addresses of the parties to the enclosed document are:

Buyer/Assignee: TRIP Rail Leasing LLC  
2525 Stemmons Freeway  
Dallas, Texas 75207

Seller/Assignor: Trinity Tank Car, Inc.  
2525 Stemmons Freeway  
Dallas, Texas 75207

Anne K. Quinlan, Esq.  
April 30, 2009  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

44 railcars:

TILX 210135 – TILX 210153  
TILX 303639 – TILX 303663

A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem  
Enclosures

APR 30 '09

-4 00 PM

## SURFACE TRANSPORTATION BOARD

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

TRINITY TANK CAR, INC, a Delaware corporation (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRIP RAIL LEASING LLC, a Delaware limited liability company (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of August 23, 2007 among the Seller, the Buyer and, TRINITY INDUSTRIES LEASING COMPANY ("TILC") (solely with respect to Sections 2.7, 3.2, 3.3, 3.4, 3.17(y), 3.17(z), 3.19, 4.4 and 6.8), at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Schedule A and (y) any Leases related thereto set forth on Schedule B and (z) certain other assets set forth on Schedule C and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of such Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

\* \* \*

[Bill of Sale and Assignment and Assumption Agreement (TTC)]

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 30<sup>th</sup> day of April, 2009.

TRINITY TANK CAR, INC

By: 

Name: James E. Perry

Title: Treasurer and Asst Secretary

TRIP RAIL LEASING LLC

By: TRIP Rail Holdings LLC, its Managing Member

By: Trinity Industries Leasing Company,  
its Manager

By: 

Name: Thomas C. Jardine

Title: Vice President

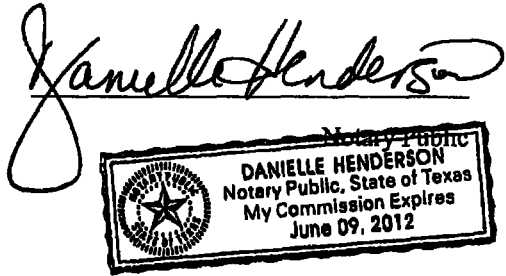
ACKNOWLEDGMENT

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Treasurer and Asst Secretary of TRINITY TANK CAR, INC, a Delaware corporation, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the corporation by her/himself as such officer of TRINITY TANK CAR, INC.

WITNESS my hand and official seal this 30<sup>th</sup> day of April, 2009.

MY COMMISSION EXPIRES: 6/9/2012



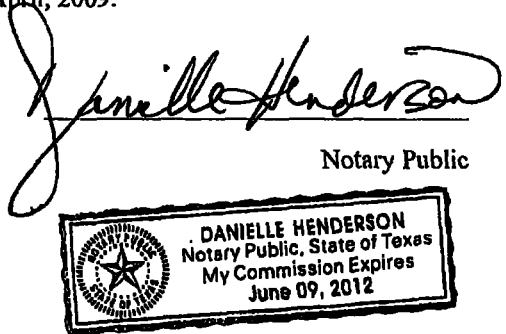
ACKNOWLEDGMENT

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Thomas C. Jardine, who upon oath, acknowledged himself to be a Vice President of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, the manager of TRIP Rail Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP Rail Leasing LLC, a Delaware limited liability company, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the Delaware corporation by her/himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 30<sup>th</sup> day of April, 2009.

MY COMMISSION EXPIRES: 6/9/2012



---

[Bill of Sale and Assignment and Assumption Agreement (TTC)]

**SCHEDULE A**  
**to Bill of Sale and Assignment**  
**and Assumption Agreement**

**RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;**  
**PURCHASE AMOUNT<sup>1</sup>**

[see attached]

---

<sup>1</sup> **Purchase Amount:** The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

[TTC]

## TRIP RAIL LEASING LLC

Close 20

## Schedule A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	TILX210135	2373	January-09	Tank
2	TILX210136	2373	January-09	Tank
3	TILX210137	2373	January-09	Tank
4	TILX210138	2373	February-09	Tank
5	TILX210139	2373	February-09	Tank
6	TILX210140	2373	February-09	Tank
7	TILX210141	2373	February-09	Tank
8	TILX210142	2373	February-09	Tank
9	TILX210143	2373	February-09	Tank
10	TILX210144	2373	February-09	Tank
11	TILX210145	2373	March-09	Tank
12	TILX210146	2373	March-09	Tank
13	TILX210147	2373	March-09	Tank
14	TILX210148	2373	March-09	Tank
15	TILX210149	2373	March-09	Tank
16	TILX210150	2373	March-09	Tank
17	TILX210151	2373	March-09	Tank
18	TILX210152	2373	March-09	Tank
19	TILX210153	2373	March-09	Tank
20	TILX303639	37880	February-09	Tank
21	TILX303640	37880	February-09	Tank
22	TILX303641	37880	February-09	Tank
23	TILX303642	37880	February-09	Tank
24	TILX303643	37880	February-09	Tank
25	TILX303644	37880	February-09	Tank
26	TILX303645	37880	February-09	Tank
27	TILX303646	37880	February-09	Tank
28	TILX303647	37880	February-09	Tank
29	TILX303648	37880	February-09	Tank
30	TILX303649	37880	February-09	Tank
31	TILX303650	37880	February-09	Tank
32	TILX303651	37880	March-09	Tank
33	TILX303652	37880	February-09	Tank
34	TILX303653	37880	February-09	Tank
35	TILX303654	37880	March-09	Tank
36	TILX303655	37880	March-09	Tank
37	TILX303656	37880	March-09	Tank
38	TILX303657	37880	March-09	Tank
39	TILX303658	37880	March-09	Tank
40	TILX303659	37880	March-09	Tank
41	TILX303660	37880	March-09	Tank
42	TILX303661	37880	March-09	Tank
43	TILX303662	37880	March-09	Tank
44	TILX303663	37880	March-09	Tank

---

[Bill of Sale and Assignment and Assumption Agreement (TTC)]

**SCHEDULE B**  
**to Bill of Sale and Assignment**  
**and Assumption Agreement**

**LEASES**

[see attached]



---

**TRIP RAIL LEASING LLC**  
**Close 20**

**Schedule B**

**Lessee Number**

37880  
2373

**Lessee**

BIGLER LP.  
BP AMOCO CHEMICAL CO

**Rider Number**

5  
5

---

[Bill of Sale and Assignment and Assumption Agreement (TTC)]

**SCHEDULE C**

**OTHER TRANSFERRED ASSETS**

**None**

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

4/30/09



\_\_\_\_\_  
Robert W. Alvord